

EXHIBIT B

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17 UNITED STATES DISTRICT COURT
18 NORTHERN DISTRICT OF CALIFORNIA

19 All Nippon Airways Company, Ltd.,

20 Plaintiff,

21 vs.

22 United Air Lines, Inc.,

23 Defendant.

Case No.07-03422 EDL

**DEFENDANT UNITED AIR LINES, INC.'S
ANSWERS TO PLAINTIFF'S FIRST SET
OF DOCUMENT REQUESTS**

DATE:
TIME:
CTRM:
JUDGE:

24 COMES NOW, Defendant United Air Lines, Inc., by and through its attorneys, Jaffe Raitt
25 Heuer & Weiss, P.C., and responds to Plaintiff All Nippon Airways Company, Ltd.'s First Set of
26 Document Requests as follows:

27 **REQUEST NO. 1:**

28 Attach true and correct copies of all documents and/or agreements concerning the provision
of ground handling and/or ramp control services, including but not limited to directing aircraft from
control towers, at San Francisco International Airport and involving any of the following entities:
United Air Lines, San Francisco International Airport, San Francisco Airport Air Traffic Control
Tower, the Federal Aviation Administration, and/or San Francisco Terminal Equipment Co.

1 **ANSWER**

2 Objection; vague, ambiguous, overly broad and unduly burdensome. Without waiving any
3 objection, however, see Memorandum of Understanding provided with United's Rule 26
4 Disclosures and see United/ANA Ground Handling Agreement produced by ANA.

5 **REQUEST NO. 2:**

6 Attach true and correct copies of the personnel and training records for Edward Loh,
7 including, but not limited to, all documents reflecting training, certification, accidents and/or
8 incidents involving Edward Loh, and disciplinary actions.

9 **ANSWER**

10 Objection; vague, ambiguous, overly broad and unduly burdensome. Additionally,
11 "personnel files" under California law, are protected by privacy rights of the individual.
12 Accordingly, United cannot produce such documentation without permission of the individual
13 whose files are being requested. Without waiving any objection, however, United will produce
14 under separate cover those portion(s) of the individual's file materials they consent to having
15 produced and will do so sufficiently in advance of the deposition of the individual to permit review.

16 **REQUEST NO. 3:**

17 Attach true and correct copies of the personnel and training records for John Rediger,
18 including , but not limited to, all documents reflecting training, certification, accidents and/or
19 incidents involving John Rediger, and disciplinary actions.

20 **ANSWER**

21 Objection; vague, ambiguous, overly broad and unduly burdensome. Additionally,
22 "personnel files" under California law, are protected by privacy rights of the individual.
23 Accordingly, United cannot produce such documentation without permission of the individual
24 whose files are being requested. Without waiving any objection, however, United will produce
25 under separate cover those portion(s) of the individual's file materials they consent to having
26 produced and will do so sufficiently in advance of the deposition of the individual to permit review.

27 **REQUEST NO. 4:**

28 Attach true and correct copies of the personnel and training records for Scott M. Russell,

1 including , but not limited to, all documents reflecting training, certification, accidents and/or
2 incidents involving Scott M. Russell, and disciplinary actions.

3 **ANSWER**

4 Objection; vague, ambiguous, overly broad and unduly burdensome. Additionally,
5 “personnel files” under California law, are protected by privacy rights of the individual.
6 Accordingly, United cannot produce such documentation without permission of the individual
7 whose files are being requested. Without waiving any objection, however, United will produce
8 under separate cover those portion(s) of the individual’s file materials they consent to having
9 produced and will do so sufficiently in advance of the deposition of the individual to permit review.

10 **REQUEST NO. 5:**

11 Attach true and correct copies of the personnel and training records for Brad Powell,
12 including , but not limited to, all documents reflecting training, certification, accidents and/or
13 incidents involving Brad Powell, and disciplinary actions.

14 **ANSWER**

15 Objection; vague, ambiguous, overly broad and unduly burdensome. Additionally,
16 “personnel files” under California law, are protected by privacy rights of the individual.
17 Accordingly, United cannot produce such documentation without permission of the individual
18 whose files are being requested. Without waiving any objection, however, United will produce
19 under separate cover those portion(s) of the individual’s file materials they consent to having
20 produced and will do so sufficiently in advance of the deposition of the individual to permit review.

21 **REQUEST NO. 6:**

22 Attach true and correct copies of the personnel and training records for Julio Hernandez,
23 including , but not limited to, all documents reflecting training, certification, accidents and/or
24 incidents involving Julio Hernandez, disciplinary actions, and retraining records from after the
25 Accident..

26 **ANSWER**

27 Objection; vague, ambiguous, overly broad and unduly burdensome. Additionally,
28 “personnel files” under California law, are protected by privacy rights of the individual.

1 Accordingly, United cannot produce such documentation without permission of the individual
2 whose files are being requested. Without waiving any objection, however, United will produce
3 under separate cover those portion(s) of the individual's file materials they consent to having
4 produced and will do so sufficiently in advance of the deposition of the individual to permit review.

5 **REQUEST NO. 7:**

6 Attach true and correct copies of the personnel and training records for Richard Kato,
7 including , but not limited to, all documents reflecting training, certification, accidents and/or
8 incidents involving Richard Kato, disciplinary actions, and retraining records from after the
9 Accident..

10 **ANSWER**

11 Objection; vague, ambiguous, overly broad and unduly burdensome. Additionally,
12 "personnel files" under California law, are protected by privacy rights of the individual.
13 Accordingly, United cannot produce such documentation without permission of the individual
14 whose files are being requested. Without waiving any objection, however, United will produce
15 under separate cover those portion(s) of the individual's file materials they consent to having
16 produced and will do so sufficiently in advance of the deposition of the individual to permit review.

17 **REQUEST NO. 8:**

18 Attach true and correct copies of any and all Ground Handling Agreements between United
19 Air Lines, Inc. and all Nippon Airways Co., Ltd. in effect on October 7, 2003.

20 **ANSWER**

21 The Ground Handling Agreement believed to be the one still in effect on the date of this
22 October 7, 2003 accident is the one produced by ANA to United and Bates-stamped numbers
23 "ANA001159-001196."

24 **REQUEST NO. 9:**

25 Attach true and correct copies of any and all results and/or records of the urine samples
26 testing for Edward Loh in connection with the Accident.

27 **ANSWER**

28 Objection. Urine samples (if any) within the personnel file for Mr. Loh are subject to privacy

1 protection. To the extent any urine samples exist and Mr. Loh consents to permitting disclosure of
2 same, these will be provided sufficiently in advance of his deposition for review.

3 **REQUEST NO. 10:**

4 Attach true and correct copies of any and all results and/or records of any check(s) conducted
5 on Edward Loh for fitness for duty.

6 **ANSWER**

7 Objection; overly broad and unduly burdensome. Additionally, check(s) conducted on
8 Edward Low for fitness for duty within the personnel file for Mr. Loh are subject to privacy
9 protection. Without waiving any objection, to the extent any urine samples exist and Mr. Loh
10 consents to permitting disclosure of same, these will be provided sufficiently in advance of his
11 deposition for review.

12 **REQUEST NO. 11:**

13 Attach true and correct copies of any and all results and/or records of any physical
14 psychological examination conducted on Edward Loh in connection with the Accident.

15 **ANSWER**

16 Objection; overly broad and unduly burdensome. Additionally, physical/psychological
17 examination conducted on Edward Loh within the personnel file for Mr. Loh are subject to privacy
18 protection. Without waiving any objection, to the extent any psychological examinations exist and
19 Mr. Loh consents to permitting disclosure of same, these will be provided sufficiently in advance of
20 his deposition for review.

21 **REQUEST NO. 12:**

22 Attach true and correct copies of any and all audio and/or video recordings in relation to the
23 Accident and the surrounding events.

24 **ANSWER**

25 To date, the only known audio or video recordings relative to the accident are the two
26 surveillance videos taken at SFO on the date of this accident (already in Plaintiff's possession) and
27 the only audio would be the CVR (also in Plaintiff's possession and which is being requested in its
28 totality from ANA by United).

REQUEST NO. 13:

Attach true and correct copies of any and all documents, reports, memoranda, warnings, cautions, and/or communications by UAL regarding ground collisions of any UAL aircraft during pushback procedures.

ANSWER

Objection; vague, ambiguous, overly broad, unduly burdensome and potentially invasive of the attorney/client privilege and work product doctrine. Without waiving any objection, however, see documents referenced in United's Rule 26 Disclosure.

REQUEST NO. 14:

Attach true and correct copies of any and all documents from the UAL study of its Ramp Towers System-Wide.

ANSWER

Objection; vague, ambiguous, overly broad, unduly burdensome and potentially invasive of the attorney/client privilege and work product doctrine. Without waiving any objection, however, see documents referenced in United's Rule 26 Disclosure.

REQUEST NO. 15:

Attach true and correct copies of any and all documents reflecting UAL procedural changes resulting from or arising out of the Accident.

ANSWER

Objection; vague, ambiguous, overly broad, unduly burdensome and potentially invasive of the attorney/client privilege and work product doctrine. Without waiving any objection, however, with regard to procedural changes pertaining to the operation of United's aircraft, none. With regard to subsequent procedural changes regarding ramp control operations at SFO, to the extent documents reflecting such changes (if any) exist, same will be provided under separate cover when located.

REQUEST NO. 16:

Attach true and correct copies of any and all documents and/or agreements since January 1, 1997, concerning the use of wing walkers at San Francisco International Airport, between United air

1 Lines and: (i) the City of San Francisco; (ii) San Francisco International Airport; and/or (iii) San
2 Francisco Terminal Equipment Co.

3 **ANSWER**

4 Objection; overly broad and unduly burdensome. Without waiving any objection, however,
5 see Ramp Services Trainer Aircraft Guideperson and Wingwalker Participant Guide dated June
6 2003 attached to ANA's Rule 26 Disclosure and marked as "ANA001266-ANA001294." With
7 regard to any additional materials, such materials (if any) will be provided under separate cover
8 when located.

9 **REQUEST NO. 17:**

10 Attach true and correct copies of any and all documents supporting the existence and
11 calculation of UAL's alleged damages.

12 **ANSWER**

13 With regard to United's out of pocket costs, see United's Rule 26 Disclosures and documents
14 appended thereto. With regard to damages regarding lost use, when the protective order is entered,
15 United will produce its Turns Report which reflects the documentation relative to lost use damages.

16 **REQUEST NO. 18:**

17 Attach true and correct copies of all documents reflecting "approved United Air Lines hand
18 signals (NMOP)" referred to on page 11 of UAL's "Ramp Services Trainer Aircraft Guideperson
19 and Wingwalker."

20 **ANSWER**

21 Objection; vague, ambiguous, overly broad and unduly burdensome. Without waiving any
22 objection, however, to the extent documents (if any) in addition to the Ramp Services Trainer
23 Aircraft Guideperson and Wingwalker manual exist relative to such hand signals, same will be
24 provided under separate cover when located.

25 **REQUEST NO. 19:**

26 Attach true and correct copies of all invoices, bills, and documents reflecting fees charged to
27 ANA by UAL for services performed under the SGHA between October 7, 1998 up to and including
28 October 7, 2003.

1 **ANSWER**

2 Objection; as phrased, vague, ambiguous, overly broad and unduly burdensome. Without
3 waiving any objection, however, with regard to any documentation regarding fees charged to ANA
4 by United for services under the Ground Handling Agreement, those invoices or bills would already
5 be in the possession or control of ANA since they were the recipient of any such documents
6 previously.

7 **REQUEST NO. 20:**

8 Attach true and correct copies of all documents reflecting correspondence, negotiations, and
9 interpretation of the SGHA between UAL and ANA in effect on the date of the Accident.

10 **ANSWER**

11 Objection; overly broad, unduly burdensome and potentially invasive of the attorney/client
12 privilege and/or work product doctrines. Without waiving any objection, however, the GHA in
13 effect on the date of this accident, as indicated hereinabove, is already in possession of ANA as
14 same was produced by ANA to United during the litigation. With regard to documents in addition to
15 the agreement itself relating to the negotiations and interpretation of same, to the extent
16 documentation exists, same will be produced under separate cover when located.

17 **REQUEST NO. 21:**

18 Attach true and correct copies of all documents showing that UAL's Ramp Tower G Ramp
19 Controller provided any service to ANA under the SGHA on October 7, 2003.

20 **ANSWER**

21 Objection; vague, ambiguous, overly broad and unduly burdensome. Without waiving any
22 objection, however, and without admitting to the accuracy and/or completeness, see, for example,
23 the ANA cockpit voice recorder relative to communications between the ANA flight deck and the
24 United ramp control. Additionally, see ANA's limited submission to the NTSB reflecting timeline
25 of events on the date of the accident which further identifies the nature and extent of United's ramp
26 controller's services being provided and/or which were available to be provided by United's ramp
27 controller at ANA's request.

28 **REQUEST NO. 22:**

1 Attach true and correct copies of all UAL manuals and documents that refer to aircraft
2 marshalling including, but not limited to, policy, procedure, and training.

3 **ANSWER**

4 Objection; overly broad and unduly burdensome. Without waiving any objection, however,
5 with regard to United training manuals regarding aircraft marshalling, including United's policies
6 and procedures regarding same, to the extent additional documents (if any) exist, same will be
7 produced under separate cover when located.

8 **REQUEST NO. 23:**

9 Attach true and correct copies of all UAL manuals and documents that refer to hand signals
10 for directing aircraft including, but not limited to, policy, procedure, and training.

11 **ANSWER**

12 Objection; vague, ambiguous, overly broad and unduly burdensome. Without waiving any
13 objection, however, see response to Number 22 regarding marshalling.

14 **REQUEST NO. 24:**

15 Attach true and correct copies of all UAL manuals and documents that refer to taxiing
16 including, but not limited to, policy, procedure, and training.

17 **ANSWER**

18 Objection; vague, ambiguous, overly broad and unduly burdensome. Without waiving any
19 objection, however, if the intent of this request is to obtain United's protocols to be followed by its
20 flight crew at SFO with regard to taxiing of aircraft in addition to applicable FARs.

21 **REQUJST NO. 25:**

22 Attach true and correct copies of UAL's entire operations manual.

23 **ANSWER**

24 Objection; overly broad and unduly burdensome. Without waiving any objection, however,
25 with regard to United's flight operations manual, if that is what is being requested, then excluding
26 security protocols and subject to inclusion within the protective order, under separate cover a copy
27 will be provided.

28 **REQUEST NO. 26:**

1 Attach true and correct copies of all documents reflecting UAL policy in effect from October
2 7, 1998 to the present date with respect to potential conflicts with other aircraft prior to or during
3 taxi.

4 **ANSWER**

5 Objection; vague, ambiguous, overly broad and unduly burdensome. Without waiving any
6 objection, however, regarding United policy or protocol relative to conflict resolution applicable to
7 United pilots from October 7, 1998 to date, in addition to the required compliance with applicable
8 Federal Aviation Regulations relating to same, to the extent documents (if any) other than the Flight
9 Operations manual exist, same will be provided under separate cover when located.

10 **REQUEST NO. 27:**

11 Attach true and correct copies of all documents reflecting UAL policy and procedure with
12 respect to the operation of Ramp Tower G at San Francisco International Airport, including but not
13 limited to staffing, training, and managing Ramp Tower G.

14 **ANSWER**

15 Objection; vague, ambiguous, overly broad and unduly burdensome. Without waiving any
16 objection, however, with regard to the protocol applicable with regard to operation of the Ramp
17 Tower G at SFO, to the extent documents (if any) exist, same will be produced under separate cover
18 when located.

19 **REQUEST NO. 28:**

20 Attach true and correct copies of all documents reflecting UAL policy and procedure with
21 respect to directing aircraft from Ramp Tower G at San Francisco International Airport, including
22 but not limited to phraseology.

23 **ANSWER**

24 Objection; vague, ambiguous, overly broad and unduly burdensome. Without waiving any
25 objection, however, with regard to United's protocol with respect to Ramp Tower G directing
26 aircraft at SFO and in particular the phraseology used, to the extent documents (if any) exist, same
27 will be produced under separate cover when located.

28 **REQUEST NO. 29:**

1 Attach true and correct copies of all documents reflecting UAL policy and procedure for
2 aircraft in Boarding Area G and surrounding non-movement areas at San Francisco International
3 Airport.

4 **ANSWER**

5 Objection; vague, ambiguous, overly broad and unduly burdensome. Without waiving any
6 objection, however, if the request is directed to protocols regarding United flight crews, then see
7 response to Numbers 24 through 26. If, however, the request is directed to protocols regarding ramp
8 control, see response to Number 27 and 28 above.

9 **REQUEST NO. 30:**

10 Attach true and correct copies of any and all DOCUMENTS reflecting any negotiation in
11 connection with the SGHA.

12 **ANSWER**

13 This request is duplicative of Request No. 20, and United incorporates its objections and
14 response herein as well.

15 **REQUEST NO. 31:**

16 Attach true and correct copies of any and all DOCUMENTS reflecting the selection of the
17 terms and/or provisions of the SGHA.

18 **ANSWER**

19 Since this request seeks documents similar or identical to the documents request in
20 Interrogatory 20, United incorporates by reference its objection and response to Number 20 herein.

21 **REQUEST NO. 32:**

22 Attach true and correct copies of any and all DOCUMENTS reflecting any interpretation of
23 the wording, terms, and/or provisions of the SGHA.

24 **ANSWER**

25 Since this request seeks documents similar or identical to the documents request in
26 Interrogatory 20, United incorporates by reference its objection and response to Number 20 herein.

27 **REQUEST NO. 33:**

28 Attach true and correct copies of any and all DOCUMENTS reflecting the applicability of

1 the terms and/or provisions of the SGHA.

2 **ANSWER**

3 Since this request seeks documents similar or identical to the documents request in
4 Interrogatory 20, United incorporates by reference its objection and response to Number 20 herein.

5 **REQUEST NO. 34:**

6 Attach true and correct copies of any and all DOCUMENTS reflecting the services UAL
7 contracts to provide ANA under the SGHA.

8 **ANSWER**

9 Since this request seeks documents similar or identical to the documents request in
10 Interrogatory 20, United incorporates by reference its objection and response to Number 20 herein.
11 Additionally, the Ground Handling Agreement itself is already in Plaintiff's possession and was
12 produced by Plaintiff to United as referenced hereinabove.

13 **REQUEST NO. 35:**

14 Attach true and correct copies of any and all DOCUMENTS reflecting the definition of the
15 term "marshalling" as used in the SGHA.

16 **ANSWER**

17 See United's motion to compel ANA to produce PMK on the GHA, incorporated herein.

18 **REQUEST NO. 36:**

19 Attach true and correct copies of any and all DOCUMENTS indicating that Ramp Tower G
20 Ramp Controller communications with ANA aircraft on October 7, 2003 were provided as a service
21 to ANA under the SGHA.

22 **ANSWER**

23 This request seeks documentation similar or identical to Request No. 21 and other requests
24 hereinabove and accordingly, United incorporates its response herein.

25 **REQUEST NO. 37::**

26 Attach true and correct copies of any and all DOCUMENTS indicating that Ramp Tower G
27 Ramp Controller communications with ANA aircraft were ever provided as a service to ANA under
28 the SGHA.

1 **ANSWER**

2 This request seeks documentation similar or identical to Request No. 21 and other requests
3 hereinabove and accordingly, United incorporates its response herein.

4 **REQUEST NO. 38:**

5 Attach true and correct copies of any and all DOCUMENTS indicating that any service, not
6 specifically listed in Paragraph 1.1.1. of United Contract No. 108536-17 Annex B.1.3, was ever
7 provided by UAL to ANA aircraft under the SGHA.

8 **ANSWER**

9 Objection; vague, ambiguous, overly broad and unduly burdensome. Without waiving any
10 objection, however, see the terms of the Ground Handling Agreement, including Annex A relating
11 to Ramp Services.

12 **REQUEST NO. 39:**

13 Attach true and correct copies of any and all invoices from UAL to ANA for Ramp Tower G
14 Ramp Controller services provided by UAL to ANA on October 7, 2003 under the SGHA.

15 **ANSWER**

16 Again, this is duplicative of a prior request, No. 19, and others and United incorporates by
17 reference its objections and response herein.

18 **REQUEST NO. 40:**

19 Attach true and correct copies of any and all invoices from UAL to ANA for Ramp Tower G
20 Ramp Controller services provided by UAL to ANA on any occasion under the SGHA.

21 **ANSWER**

22 Objection; vague, ambiguous, overly broad and unduly burdensome. Without waiving any
23 objection, however, with regard to invoices for services, any such invoices to ANA would already
24 be in ANA's possession or control as they were the recipients of those invoices.

25 **REQUEST NO. 41:**

26 Attach true and correct copies of any and all copies of all maintenance and repair records of
27 the aircraft operating as UAL flight UA809 on October 7, 2003.
28

REQUEST NO. 42:

ANSWER

Respectfully submitted,

~~JAFFE, RAITT, HEUER & WEISS, P/C.~~

By:

And

WORTHE, HANSON & WORTHE

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Attorneys for Defendant United Air Lines, Inc.

Dated: December 18, 2007

1 **PROOF OF SERVICE**

2 I declare as follows:

3 I am a resident of the State of Michigan and over the age of eighteen years, and not a party to
 4 the within action; my business address is 27777 Franklin Road, Suite 2500, Southfield, Michigan 90017.
 5 On December 18, 2007, I served the foregoing document described as Defendant's Responses to
 6 Plaintiff's First Document Requests on the interested parties in this action follows:

- 7 ☐ by transmitting via facsimile the documents listed above to the fax number set fourth below
 8 on this date. This transmission was reported as complete without error by a transmission
 9 report issued by the facsimile machine upon which the said transmission was made
 10 immediately following the transmission. A true and correct copy of the said transmission is
 11 attached hereto and incorporated herein by this reference.
- 12 ☒ by placing the document listed above in a sealed envelope with postage thereon fully prepaid,
 13 in the United States mail at Southfield, Michigan addressed as set forth below
- 14 ☐ by electronic transmission. I caused the document(s) listed above to be transmitted by
 15 electronic mail to the individuals on the service list as set forth below.
- 16 ☐ by placing the document listed above in a sealed envelope and affixing a pre-paid air bill, and
 17 causing the envelope to be delivered to a _____ agent for Delivery.
- 18 ☐ by personally delivering the document listed above to the persons at the address set forth
 below.

14 Marshall S. Turner
 15 Condon & Forsyth LLP
 7 Times Square
 New York, NY 10036

16 Jeffrey A. Worthe
 17 Worthe, Hanson & Worthe
 18 1851 East First Street, Ninth Floor
 Santa Ana, California 92705

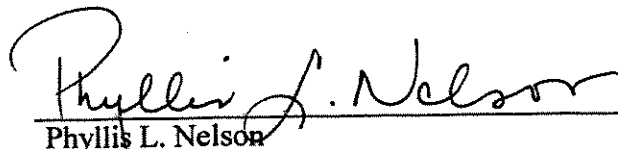
Frank A Silane
 Rod D. Margo
 Scott D. Cunningham
 Condon & Forsyth LLP
 1901 Avenue of the Stars, Suite 850
 Los Angeles, California 90067-6010

19 I am readily familiar with the firm's practice of collection and processing correspondence for
 20 mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with
 21 postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party
 served, service is presumed invalid if postal cancellation date or postal meter date is more than one day
 after date of deposit for mailing in affidavit.

22 Executed on December 18, 2007 at Southfield, Michigan.

23 ☒ I declare under penalty of perjury under the laws of the State of Michigan that the above is
 24 true and correct.

25 ☒ I declare that I am employed in the office of a member of the bar of this court at whose
 26 direction the service was made.

27 
 Phyllis L. Nelson